

UNOFFICIAL COPY

STW 505-0
10/13

WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor **COLETTE HIGHLANDS, LLC**, an Illinois limited liability company,

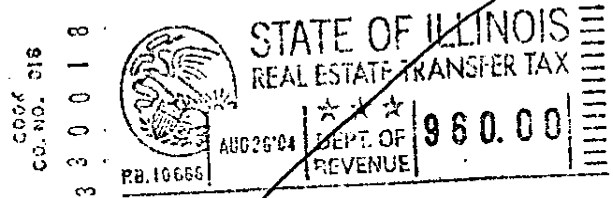
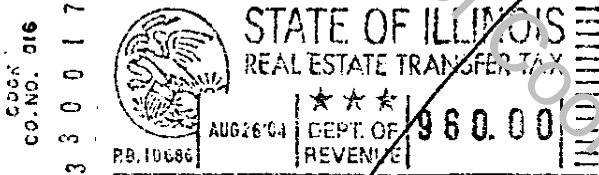


Doc#: 0424642025
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 09/02/2004 07:47 AM Pg: 1 of 3

of the County of Cook and State of **ILLINOIS** for and in consideration of **TEN AND NO/100 Dollars**, and other good and valuable considerations in hand paid, **Convey and WARRANT** unto

the **MARQUETTE NATIONAL BANK** A NATIONAL BANKING ASSOCIATION, whose address is 6155 South Pulaski Road, Chicago, Illinois, 60629, as Trustee under the provisions of a trust agreement dated the 29th day of March, 1973 and known as Trust Number 6088 the following described Real estate in the County of Cook and State of Illinois, to-wit:

See attached Exhibit A.

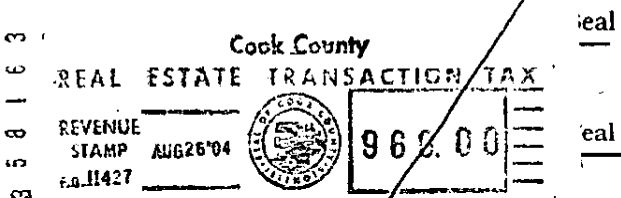


3

Property Address: _____
Permanent Tax Number: See attached Exhibit A Volume # _____

TO HAVE AND TO HOLD, the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth, See reverse side for terms & powers of trustee. And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

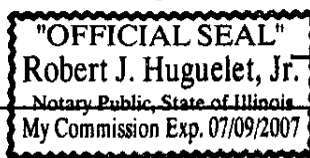
In Witness Whereof, the grantor aforesaid has hereunto set their hand and seal this 26th day of August, 2004



COLETTE HIGHLANDS, LLC Seal
By: Paul N. Huguelet Seal
PAUL N. HUGUELET, Member

I, the undersigned, a Notary Public, in and for said County in the state aforesaid do hereby certify that **PAUL N. HUGUELET**, Member of Colette Highlands, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Dated August 26, 2004



Notary Public
BOX 333-CP

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgage by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that a successor or successors in trust, that such successor to successors in trust have been properly appointed and fully vested with all the title, estate, rights, power, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

AFTER RECORDING, PLEASE MAIL TO:

MARQUETTE NATIONAL BANK

6155 SOUTH PULASKI ROAD

CHICAGO, IL 60629

THIS INSTRUMENT WAS PREPARED BY

Robert J. Huguelet, Jr., P.C.

10749 Winterset Drive

Orland Park, IL 60467

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

LOTS 2, 9, 12, 13, 17, 20, 27, 32, 33, 36, 39, 41, 45, 62 AND 65 IN HUGUELET'S COLETTE HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNDERLYING PIN(S): 27-17-400-002, 005, 006 & 010, 27-17-401-005 AND 27-17-402-007

<u>LOT NO.</u>	<u>ADDRESS</u>
2	15608 Heatherglen Court, Orland Park, IL 60467
9	15556 Scotsglen Road, Orland Park, IL 60467
12	15532 Scotsglen Road, Orland Park, IL 60467
13	15524 Scotsglen Road, Orland Park, IL 60467
17	10716 Penfield Drive, Orland Park, IL 60467
20	10640 Penfield Drive, Orland Park, IL 60467
27	15525 Julies Way, Orland Park, IL 60467
32	15609 Julies Way, Orland Park, IL 60467
33	15617 Julies Way, Orland Park, IL 60467
36	15632 Julies Way, Orland Park, IL 60467
39	15608 Julies Way, Orland Park, IL 60467
41	15544 Julies Way or 10617 Bonnieglen Place, Orland Park, IL 60467
45	10633 Penfield Drive, Orland Park, IL 60467
62	15649 Heatherglen Drive, Orland Park, IL 60467
65	15648 Heatherglen Drive, Orland Park, IL 60467

SUBJECT TO:

(a) covenants, conditions and restriction of record; (b) private easements (so long as the same do not impair use of the lot or affect merchantability of title), public and utility easements and roads and highways (so long as the same do not impair use of the lot or affect merchantability of title), if any; (c) general real estate taxes which are not yet due and payable by the closing date including taxes which may accrue by reason of new or additional improvements during the year of closing and subsequent years; (d) the Declaration of Covenants, Easements and Restrictions for the Colette Highlands Subdivision (the "Declaration") including the Right of First Refusal contained in Article VIII thereof; (e) matters set forth on the Colette Highlands Plat of Subdivision which includes the Lot(s) (the "Plat"); (f) the Annexation Agreement and/or Development Agreement; (g) the Master Declaration recorded as Document No. 0413933078; (h) title matters for which the title insurer agrees to insure over; and (i) matters arising by or through Purchaser.